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MASTER AGREEMENT PROPOSALS

to be negotiated

by the

SAN FRANCISCO FEDERATION OF TEACHERS
LOCAL 61, AMERICAN FEDERATION OF TEACHERS
AFL-CIO

with the

SAN FRANCISCO UNIFIED SCHOOL DISTRICT

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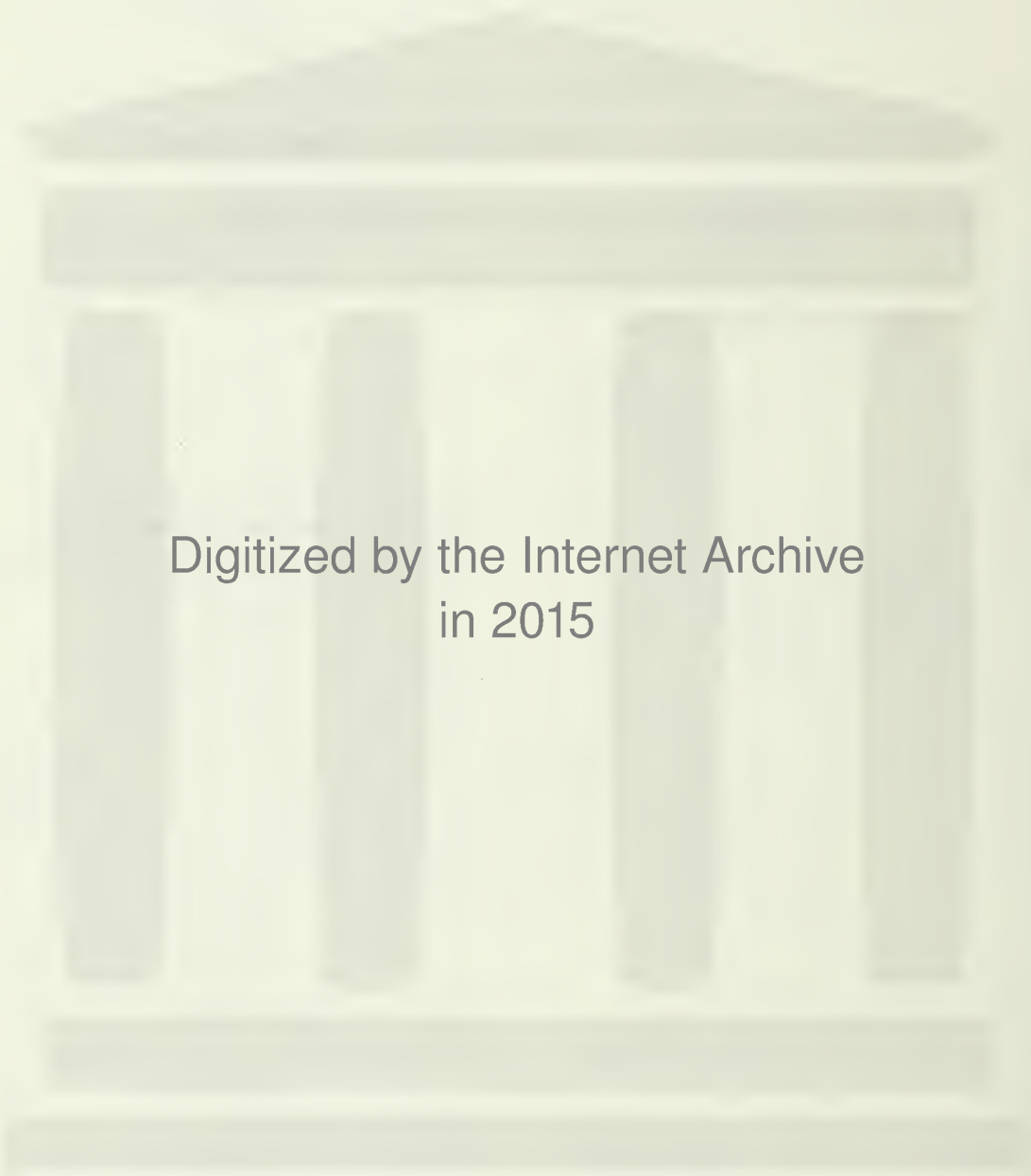
ON TUESDAY MARCH 29, 1977

Ivent C. Leonard

Attached are copies of the initial master contract proposals from the San Francisco Federation of Teachers (AFT).

Please post or circulate.

Fred C. Leonard, Coordinator
Personnel & Employee Relations Officer



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MASTER AGREEMENT PROPOSALS

ARTICLE I. RECOGNITION

In accordance with the Rodda Act of the State of California, the San Francisco Unified School District recognizes the San Francisco Federation of Teachers, AFT Local 61, AFL-CIO, as the exclusive bargaining representative of the non-administrative certificated employees specified below.

Hereafter, the San Francisco Unified School District will be referred to as the "District" or as the "Employer."

Hereafter, the San Francisco Federation of Teachers will be referred to as the "Union."

ARTICLE II. BARGAINING UNIT DEFINED

The Union shall be the exclusive representative for all teachers in the San Francisco public schools including the Children's Center teachers, Development Center teachers, Pre-Kindergarten teachers, primary teachers, intermediate teachers, junior high school teachers, senior high school teachers, and all of the following regardless of work location: head teachers, librarians, counselors, department heads, head counselors, deans, trade and industrial teachers, ROTC instructors, psychologists, psychometrists, social workers, supervisors of child welfare and attendance, speech clinicians, reading specialists, resource teachers, teachers assigned to Central Office, Children's Center nutrition teachers, Special Assignment Teachers (including those assigned to agencies, hospitals, Special Service Centers for Girls, and to homebound services), telephone teachers, summer school teachers, project heads, and City and County Court School teachers, and all other

categories of employees eligible to vote in the February 8, 1977, representation election conducted by the State Educational Employment Relations Board.

ARTICLE III. DEFINITIONS

Wherever the term "school" is used, it is to include any work location, center, unit, or any facility where members of the bargaining unit are located and where a grievance may arise.

Wherever the term "principal" is used, it is to include the appropriate administrator of a work location. Such a person cannot be a member of the bargaining unit.

Wherever the term "teacher" is used, it is to include all members of the bargaining unit except where specifically noted.

Wherever the singular is used, it is to include the plural.

Wherever the term "Union representative" or "representative of the Union" is used, it is to mean a person or persons who have been officially designated as such by the Union.

ARTICLE IV. UNION RIGHTS

1. The Union, through its representatives, shall have the right to transact Union business on school property at all reasonable times, provided that there is no interference with normal school operation or interruption of classes.

2. The Union, through its representatives, shall have the right to use school facilities and equipment such as typewriters, mimeographing machines, other duplicating equipment, audiovisual equipment, etc., at reasonable times when the same are not otherwise in use.

3. The Union, through its representatives, shall have the

right to include notices in school bulletins at individual schools, to schedule time on the agenda of faculty meetings, and to make announcements in schools.

4. The Employer agrees to provide a bulletin board of adequate size in a location convenient to teachers for the exclusive use of the Union in each school.

5. Union representatives shall have the right to visit the schools. Representatives shall make known their presence to the appropriate authority in the school. Conferences and/or meetings, should they become necessary, shall be scheduled so as not to interfere with or disrupt normal school functions.

6. The Employer shall make available to the Union copies of the agenda of each School Board meeting at the same time that they are made available to the School Board members. Through its representative, the Union, as the legally constituted exclusive representative, shall have, in addition to the right to speak to any item on the School Board meeting agenda, a special and exclusive place on the agenda for items not already on the agenda

7. Copies of minutes of School Board meetings shall be made available to the Union at the time they are made available to the School Board members.

8. The Union shall receive copies of all notices, directives, memoranda or bulletins, etc., issued from the Central Office or an area office of the School District relating to teachers generally or to any group of teachers.

9. The Employer, upon request, shall make available to the Union any and all information, statistics, records, etc.,

which the Union deems to be relevant to negotiations or necessary for proper enforcement of the terms of this agreement.

10. The Employer agrees not to discriminate against any employee on the basis of race, color, creed, national origin, sex, political affiliation, sex orientation, marital status, or membership in the Union.

11. The Employer agrees that the Union shall have the exclusive right for payroll deduction of dues. A computer printout list showing the name and the amount of each employee's dues deduction shall be sent to the Union within five (5) days after the monthly salary has been received by the District's employees.

12. Upon the request of a member of the bargaining unit and the Union, the teacher shall have a leave of absence to work for the Union locally or for the Union's state or national affiliate. Such leaves may be for up to one (1) year and shall be renewable upon request of the teacher and the Union. In the event the teacher is absent for only one (1) year, the teacher shall have the option of returning to his/her former school position. Following such a leave the teacher shall be placed on the step of the salary schedule that the teacher would have attained had the teacher been continuously employed by the District. The leave of absence will be counted as time worked in regard to seniority. Teachers on leave under this section shall have the right to all fringe benefits upon regular payment

of the appropriate amount to the Employer.

ARTICLE V. PURPOSE AND PRACTICES

1. This Agreement shall modify, replace, or add to any and all policies, rules, regulations, procedures, or practices of the District which are contrary to or inconsistent with the provisions of the Agreement.

2. The Employer and its representatives shall take no action in violation of or inconsistent with any provision of this Agreement or in violation of or inconsistent with any policy or practice governing employment conditions existing on the date of the execution of this Agreement.

3. This Agreement is not intended to modify by any of its provisions the rights of members of the bargaining unit under the law.

4. In the event that any provision of this Agreement is or shall be determined to be contrary to law by a court of competent jurisdiction, all other provisions of this Agreement shall continue in effect.

5. Within one (1) month of the ratification of this Agreement by both parties, the District agrees to have printed in an appropriate format in a Union Shop a sufficient quantity so that every member of the bargaining unit will be provided with a copy of the Agreement. The Union will have responsibility for such distribution. The Employer further agrees to supply to the Union two thousand (2,000) additional copies of

this Agreement for the purpose of carrying out its duties and responsibilities.

6. After this Agreement is ratified by both parties and in force, representatives of the Union and the Employer shall meet on a mutually agreed-upon date, place, and time at least once every month for the purpose of reviewing the administration of the Agreement and attempting to resolve any other problems that may arise. These meetings are not intended to bypass the grievance procedure and shall not constitute an invitation to continuously renegotiate the provisions of this Agreement. Both parties shall submit an agenda of items they wish to discuss at these meetings. These meetings shall take place at the Superintendent level.

ARTICLE VI. GRIEVANCE PROCEDURE

1. Both the Employer and the Union agree that everyone concerned will benefit when prompt, informed, and confidential resolution of problems and grievances is encouraged. Therefore, the following procedure to accomplish this purpose is hereby established.

A "grievance" is any alleged violation of the provisions of this Agreement or of District policies, practices, or statutes. A grievance may also involve a question of application or interpretation of salary or any other terms and conditions of employment.

The teacher with a problem may first discuss the matter

with the principal or other administrator directly or accompanied by a representative of the Union with the objective of resolving the matter informally.

In the event the matter is not resolved informally within a reasonable period of time following the act or condition which is the basis of the grievance, the following procedure shall be followed:

STEP 1--SCHOOL LEVEL

A grievance shall be submitted in writing and may be discussed with the principal:

a. by a teacher accompanied by a representative of the Union;

b. by a representative of the Union on behalf of a teacher;

c. by a teacher representing himself or herself;

d. by a representative of the Union on behalf of the Union.

If "c" is the method used, the Union shall be given a copy of the grievance at the time it is submitted and shall have the right to have a representative present.

Within five (5) school days after receiving the grievance, the principal shall state his/her decision in writing, together with the supporting reasons, and shall forward the decision to the Union and a copy to the aggrieved teacher.

No teacher at any stage of the grievance procedure shall be requested or required to meet with any administrator concerning any aspect of a filed grievance other than those outlined in

this procedure.

STEP II--DISTRICT LEVEL

Within fifteen (15) school days after receiving the decision from Step I, the aggrieved teacher may, on his/her own or through the Union, or the Union may on its own behalf, appeal the decision of Step I to the Superintendent of Schools or the Superintendent's designee. If the Superintendent uses a designee, such designee must have the authority to reverse the decision of Step I and to carry out the decision.

The appeal to Step II shall be in writing and shall be accompanied by a copy of the decision of Step I.

Within ten (10) school days after delivery of the appeal, the Superintendent (or designee) shall investigate the grievance, including granting the aggrieved teacher and the Union representative reasonable opportunity to be heard.

Within fifteen (15) school days after delivery of the appeal, the Superintendent (or designee) shall submit his/her decision in writing, together with the supporting reasons, to the Union with a copy to the aggrieved teacher and a copy to the principal involved at Step I.

STEP III--ARBITRATION

Within fifteen (15) school days after receiving the decision of the Superintendent (or designee), the Union has the exclusive right to appeal the decision to arbitration. If the Union exercises its right to arbitration, the Union shall inform the

Employer by certified mail or by hand-delivery to the person authorized by the Employer to receive such notices. The Union shall forward a copy of the notice to the Regional Office of the American Arbitration Association (AAA). The AAA shall, as promptly as possible after receipt of copy of said notice, begin the procedure normally used by the AAA for selecting an arbitrator. The arbitrator selected by the parties shall proceed as promptly as possible under the rules of AAA to take testimony and receive evidence concerning the grievance. The arbitrator shall issue a decision not later than thirty (30) calendar days after the closing of the hearing. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusion on the issue(s) submitted.

The Union has the right to use the AAA's expedited rules for arbitration on particular cases if it so chooses.

The decision of the arbitrator, if made in accordance with his/her jurisdiction and authority under this Agreement, will be accepted as final by the Employer and the Union and both will abide by the decision.

The arbitrator's fee shall be equally shared by the Employer and the Union.

The Employer and the Union agree that during the term of this Agreement they may agree to mutually select a permanent panel of arbitrators to draw from.

2. General Provisions of the Grievance Procedure

a. In all steps of the grievance procedure, when it

becomes necessary for individuals to be involved during school hours, they shall be excused with pay for that purpose.

b. Since it is important that grievances be processed as rapidly as possible, the number of days stated above at each step shall be regarded as a maximum, and every effort shall be made to expedite the process. The time limits specified may, however, be extended by mutual agreement of the parties.

c. If a grievance arises from the action of authority higher than the principal, the grievance may be filed at the appropriate step of the grievance procedure.

d. Failure at any step of this procedure to communicate the decision on the grievance within the specified time limits shall permit filing an appeal at the next step of this procedure.

e. If a grievance is of such a nature as to require immediate action, the Union representative may proceed immediately to the appropriate administrator empowered to act. Such administrator shall meet with the Union representative with the intent of resolving the matter jointly. If the matter is not satisfactorily resolved, it may be appealed through the grievance procedure beginning at the most appropriate step to expedite the grievance.

f. No grievance material shall be placed in the personnel file of persons exercising their rights under the grievance procedure. Neither shall such material be utilized in the evaluation reports, the promotional process, nor in any recommendation for job placement.

ARTICLE VII. PROFESSIONAL RIGHTS AND ACADEMIC FREEDOM

1. The personal life of a teacher is not an appropriate concern of the Board and/or administration except as it may directly prevent the teacher from performing properly his/her assigned functions during the work day.

2. Teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher (or lack thereof) shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

3. It is the policy of the District that academic freedom is essential to the fulfillment of the purposes of the school system. The fundamental need is acknowledged to protect teachers from any censorship or restraint which might interfere with their obligation to pursue truth in the performance of their teaching functions. Accordingly, it is provided that:

a. Teachers shall be guaranteed full freedom in classroom presentations and discussions and may introduce controversial materials consistent with the course content.

b. In performing their teaching functions, teachers shall be guaranteed full freedom in expressing their personal opinions on all matters relevant to the course content, provided, however, that when they do so they shall make every effort to indicate that they are speaking personally and not on behalf of the school, its administration, or the Board.

c. Teachers shall not be censored or restrained in the performance of their teaching functions on the grounds that the

material discussed and/or opinions expressed are distasteful or embarrassing to those in authority in the school system or detrimental to school or school system public relations.

d. No electronic listening, recording, televising or other monitoring device shall be placed in any part of a school building, except when clearly exposed or identified as devices to safeguard against theft and vandalism. These devices are not to be used to violate a teacher's or student's rights.

4. Professional Growth

In order to improve professional growth and insure maintenance of high professional standards, all teachers shall be granted with pay, subsistence, and expenses once-a-year attendance at a major convention of the teacher's choice as long as it is related to the teacher's certification or discipline.

5. Personnel File

a. Each teacher shall have the right, upon request, to review the contents of his/her own personnel file.

b. A representative chosen by the teacher may, at the teacher's request, accompany the teacher in this review.

c. Only one (1) such personnel file on any individual teacher may exist in the District. Such file shall remain at the Personnel Division Office. No copy of any material shall be released without the employee's written consent.

d. All material in the file must be signed by the source of the material and dated. No anonymous letters or material shall be placed in this file.

e. No derogatory information or statements not related

to the teacher's assigned duties or professional responsibilities shall be placed in this file.

f. All material in this file shall be acknowledged, signed and dated to that effect by the individual teacher. The teacher reserves the right to include in the file a written response to all material placed in the file, and this response shall be attached to the material in question.

g. The teacher shall have the right to include in the file any material or information considered germane to that teacher's professional career.

h. Any negative written statement related to the teacher's assigned duties or professional responsibilities must be part of a formal evaluation signed by the principal.

6. Complaints and Charges Against a Teacher

a. Any complaint about a teacher by any parent shall be reported immediately to the teacher by the principal receiving the complaint. For the purpose of this section, the terms "complaint" and "charge" refer to something other than professional competence.

b. The building principal shall have the responsibility to investigate complaints against a teacher. Any teacher against whom a complaint has been made will have the opportunity to meet with the complaining party or parties in a meeting conducted by the principal. The teacher shall also be entitled to the presence of a Union representative should the teacher so desire.

c. In no case will any action be taken against a teacher as a result of a complaint unless the complaint has been placed in writing by the parent and unless the teacher has been

given the opportunity to have a face-to-face meeting with the complainant.

d. All charges against a teacher by a parent shall be filed in writing with the Superintendent.

e. The teacher so charged shall immediately be furnished a copy of the charges.

f. Before taking any action on such charge(s) or complaint(s), the Superintendent shall discuss the matter fully with the employee and/or his/her Union representative and other parties involved.

g. If on the basis of such discussion the Superintendent is unable to resolve the issue, a report shall be submitted within five (5) days to the Board of Education for consideration in executive session. The teacher, the parent, and the Union shall receive a copy of this report.

h. Within ten (10) days of receipt of the report, the Board of Education shall either dismiss the complaint or conduct a hearing in executive session unless the accused requests a public hearing. Only matters contained in the original charge filed with the Superintendent may be considered. The accused may be present and may be represented by counsel and/or a Union representative if he/she so desires. The individual filing the charge may also be present with counsel. No other persons shall be present except on the mutual consent of the Board, the accused, and the individual filing the charge.

Unless the Board takes further action, no public announcement of the results of the executive hearing will be

made except on the request of the teacher.

7. Teacher Protection

a. A teacher may use reasonable force as is necessary to protect himself/herself from attack, to protect another person or property, or to quell a disturbance threatening physical injury to others.

b. The District shall give full support including legal and other assistance for any assault upon the teacher while acting in the discharge of his/her duties.

i. When absence arises out of or from such assault or injury, the teacher shall not forfeit any sick leave or personal leave.

ii. Benefits derived under this or subsequent agreements shall continue beyond the period of any Worker's Compensation until the complete recovery of any teacher when absence arises out of or from assault or injury.

iii. The teacher shall continue to advance on the salary schedule during such period in accordance with the provisions of the certificated salary schedule.

iv. During such periods as a teacher is receiving his/her regular salary under these provisions, the teacher shall endorse over to the District all temporary disability payments received.

c. Any teacher who is threatened with bodily harm or suffers bodily harm by an individual or group while carrying out his/her assigned duties shall notify his/her building principal

immediately. The principal is responsible for notifying the police and the Superintendent's office and shall take immediate steps to provide every reasonable precaution for the safety of the teacher.

d. The Employer shall reimburse teachers for any loss, damage, or destruction of clothing or personal property of the teacher while on duty in the school, on the school premises, or on a school-sponsored activity.

e. The Employer shall reimburse a teacher for the cost of medical, surgical or hospital services (less the amount of any insurance reimbursement) incurred as the result of any injury sustained in the course of his/her employment.

f. The Employer shall provide professional liability insurance coverage for each member of the bargaining unit at no cost to the employee.

8. Union Building Committee

The Employer agrees that at each school the principal shall meet at least once a month with the Union Building Committee at its request for the purpose of discussing school operation and other professional matters of mutual concern. Each Union Building Committee shall consist of no more than five (5) teachers at that school and shall be designated by the Union.

ARTICLE VIII. WORK LOAD AND HOURS

1. No teacher shall be required to report for duty earlier than fifteen (15) minutes before the opening of his/her first class. Teachers shall be permitted to leave fifteen (15) minutes after close of the teacher's last class. This section

shall not prohibit special class schedules developed by teachers within individual schools and approved by the Union.

2. The normal weekly teaching load in the junior and senior high schools will be twenty-five (25) teaching periods or the equivalent, and five (5) self-directed preparation periods, each equal in length to a regular class period. Assignment to a supervised study period, or to any supervision, shall be considered a teaching period.

3. The number of class preparations required of any full-time secondary teacher shall not exceed three (3); probationary teachers shall not be assigned more than two (2) preparations.

4. The school day for children's center teachers shall include a forty (40) minute self-directed preparation period and a fifty (50) minute break.

5. Kindergarten teachers shall, in compliance with state law, meet with students for one hundred eighty (180) minutes each day. Kindergarten teachers shall be guaranteed a forty (40) minute self-directed preparation period. The remainder of the school day shall be spent in kindergarten-related activities.

6. Teachers in grades 1, 2, and 3 shall be provided a a minimum of forty (40) minutes each day for a self-directed preparation period either immediately before the start of class or immediately after the dismissal of children.

7. Teachers in grades 4, 5, and 6 shall be provided a minimum of forty (40) minutes for a self-directed preparation period each day through the use of teacher specialists in the fields of art, music, and physical education.

8. To insure that the self-directed preparation period is guaranteed for vocational teachers at John O'Connell School of Technology, the vocational classes shall consist of one (1) morning block of three (3) hours and one (1) afternoon block of three (3) hours. It shall be understood that a class hour is the standard fifty-minute contact hour. The forty-minute self-directed preparation period and a duty-free lunch period shall occur between the morning and afternoon sessions. The academic teachers at O'Connell will have the same teaching load as teachers in other high schools.

9. Librarians, counselors, and teacher specialists referred to above as well as all other members of the bargaining unit assigned to the schools shall be provided a self-directed preparation period equivalent to that of a regularly assigned classroom teacher in the same division.

10. Bargaining unit members who are not regularly assigned to school(s) shall be required to work no more than thirty (30) hours per week on the same school calendar as classroom teachers except where stated otherwise in this Agreement.

11. There shall be no more than one (1) faculty meeting each month, held at a time mutually agreed upon by the principal and the faculty. Faculty meetings shall last no longer than forty (40) minutes. No printed or duplicated materials shall be read to the teachers.

12. Teachers shall not be assigned to perform clerical duties, lunchroom duty, bus duty, yard duty, hall duty, or other non-teaching tasks. Sufficient paraprofessionals shall be provided in each school to perform such work.

13. Department heads in senior high schools shall have, in addition to their self-directed preparation period, at least one (1) period assigned for the exclusive purpose of carrying out the duties and responsibilities of department head.

14. Attendance at evening meetings shall not be required more than once a semester.

ARTICLE IX. PROFESSIONAL WORKING FACILITIES

The District and the Union agree that if effective education of the pupils is to take place, consideration shall be given to provide the necessary facilities that allow the teacher to utilize his or her professional skills.

1. The parties agree that in the course of their work it is necessary for teachers to have private professional telephone conversations with parents regarding the pupils. A minimum of one (1) private telephone per school shall be provided for the use of teachers. Additional telephones shall be provided for larger school staffs on the basis of one (1) telephone for every twenty (20) teachers.

2. At least one (1) typewriter and one (1) duplicator shall be provided and maintained in each school. In larger schools there shall be an additional typewriter and duplicator for every twenty (20) teachers or fraction thereof.

3. Laboratory or other practice experience classes involving stations or special equipment such as science, typing, home economics, trade courses, languages, etc., shall be limited to the number of students that the room can effec-

tively and safely accommodate, as determined by the teacher.

4. Specially equipped rooms such as shops, home economics rooms, typing rooms, science labs, etc., shall be used for the purposes for which they have been designed and equipped and not for other classes, study hall or other meetings, unless prior approval has been granted by the teacher in charge of the special room.

5. At each school site there shall be at least one lunch room and/or faculty room adequate for the size of the school staff, and restrooms for the exclusive use of adult school personnel.

6. Each teacher shall have his/her own desk and a locked file cabinet and/or locked closet.

7. Both the Employer and the Union agree that the health and safety of the pupils and teachers is a major concern to the citizens of San Francisco. To this end the District agrees to comply with all local and State standards for health and safety.

a. A ventilation system conducive to a proper learning environment must be operative at every school site. Any defective system at a school site must immediately be repaired to provide a properly ventilated learning environment.

b. Efficient exhaust systems, for the purpose of eliminating noxious fumes and excessive dust in rooms and laboratories in which this is necessary, shall, if not already installed, be installed and properly maintained.

c. Disposal and cleanup of mercury and other possibly harmful chemicals or agents shall be handled in strict accordance with safe environmental conditions and shall be executed no less than twice yearly, or immediately upon the request of the teacher.

8. In programs requiring the use of a variety of tools, supplies, and equipment within the classroom, shop, or laboratory, the Employer agrees to provide paraprofessionals, at the request of the teacher, to assist in the control and maintenance of these instructional materials.

ARTICLE X. TEACHER ASSIGNMENT AND STAFFING

1. Definitions

a. Qualification for a position: A teacher shall be deemed to hold the qualifications for an open position if he/she holds State certification in the subject, grade, or service area, or if he/she has "demonstrated competence," as defined in this article.

b. Demonstrated competence: For purposes of this article, "demonstrated competence" shall mean at least one (1) year of satisfactory teaching service or twelve (12) college credits accumulated within the last five (5) years in the specific grade or subject area.

c. Open position: An open position is a vacancy which cannot be filled by existing staff at a school, and which is created by death, retirement, resignation, or expansion of program.

d. Service time: Service time shall be determined by the following:

i. Establishing the number of years that have elapsed since the date on which the teacher began paid service as a probationary teacher.

ii. Adding the number of full years of service as a limited contract teacher.

iii. Adding the number of years of service as a substitute teacher employed seventy-five percent (75%) of any school year.

iv. Subtracting the number of full years of unpaid leave. In cases where the teacher was placed on unpaid maternity leave by virtue of previous Board policy, such unpaid leave shall be counted toward service time.

e. Full year of service: A full year of service shall be defined as seventy-five percent (75%) of the total number of service days required in a school year. Paid sick leave shall be counted as days worked.

f. Tie: If two or more teachers have the same amount of service time, a "tie" shall be deemed to exist. Such a tie shall be broken by adding the number of days of service as a substitute teacher. If a tie still exists, lots shall be drawn. A union representative must be present at the drawing of the lots.

2. Assignment

a. All teachers shall receive written notification of their class and/or subject assignments, building assignments, and room assignments by June 10 for the upcoming school year. Such assignments shall remain in effect throughout the school

year.

b. In order to assure that pupils are taught by teachers working within their areas of competence, teachers shall not be assigned outside the scope of their certificates and/or their major or minor fields of study, except that, at the option of the teacher, assignments shall be made in a grade, service or subject area of demonstrated competence, as defined in this article.

c. No probationary or tenured teacher shall be assigned to service as a substitute.

d. A teacher shall be reassigned only to an open position.

e. No teacher shall be involuntarily reassigned in two (2) successive years.

f. Teachers returning from leaves of absence shall return to their former school assignment, in accordance with the provisions of Article XXIII, Leaves of Absence.

g. All teachers who accept special District assignments shall be given in writing the terms and conditions of that assignment, such as duties and length of assignment.

Teachers who participate in special assignments shall reserve the right to return to their original schools and assignments.

3. Staffing

a. By May 1, the Personnel Division shall compile and post in each school a list of all anticipated open positions for the upcoming school year.

b. In all schools it must be demonstrated to the satisfaction of the Union that class size maximums have been complied with, and, in the case of secondary schools, that all students wishing to enroll in a particular subject have been allowed to do so. After these conditions have been met, those teachers to be reassigned must be those with the least amount of service time, unless a teacher(s) at that school requests reassignment. By May 1, the Personnel Division shall compile a District-wide teacher reassignment list in order of service time.

c. The lists described in (a) and (b) above must be forwarded to the Union.

d. Each teacher on the "unassigned" list shall receive written notification of his/her status and the list of open positions by May 1.

e. All probationary and tenured teachers may apply in writing to the Personnel Division for the open positions prior to May 10.

f. By May 15, assignment of teachers to open positions shall be made from the applicants on the basis of service time and qualifications, except in cases where such reassignment would cause a racial imbalance at the school where the open position exists. In this case, the applicant with the most service time whose reassignment would not cause a racial imbalance at the school shall be assigned to the open

position. Racial balance exists when the percentage of minority teachers at the school does not deviate more than 10% from the percentage of minority teachers in the District. All members of the bargaining unit assigned to a school shall be counted in determining the percent of racial minority teachers at that school. Teachers assigned to a school part time shall be counted on a pro rata basis.

g. A list of all assignments made shall be posted in each school by May 15 and a copy of this list shall be forwarded to the Union.

h. On May 15 the list of unassigned teachers shall be updated to take into account new assignments made to open positions.

i. On May 20, only the teachers who are still on the unassigned list will have their choice of the remaining open positions in order of service time and qualifications.

j. On May 25, any teachers on the unassigned list after (i) has been implemented shall be placed in the open positions in inverse order of service time.

k. Any teachers remaining on the "unassigned" list shall remain at their schools to reduce class size at those schools.

l. Any opening for which there is no qualified teacher on the unassigned list shall be filled with newly-hired probationary teachers no later than June 15.

ARTICLE XI. POSITIONAL CHANGE

1. Definition

Positional changes are defined as follows: positions other than regular classroom teaching assignments, including but not limited to specialists, special project teachers, and pupil personnel positions; positions paying a salary differential, including but not limited to department heads, children's center head teachers, head counselors; and positions that require an administrative and/or supervisory credential.

2. Procedures

All vacancies in such positions shall be adequately publicized by the Employer in accordance with the following procedures:

a. When school is in session, a notice shall be posted in a conspicuous place in each school as far in advance as practicable, ordinarily at least thirty (30) school days before the final date when applications must be submitted, and in no event less than fifteen (15) school days before such date. A copy of said notice shall be given to the Union at the time of posting. Teachers who desire to apply for

such vacancies shall submit their applications in writing to the Personnel Division within the time limit specified in the notice, and the Personnel Division shall acknowledge promptly in writing the receipt of all such applications. Applications shall be kept on file in the Personnel Division Office for continual consideration for future vacancies until the office is notified in writing by an applicant that the application is withdrawn.

b. Teachers who desire to apply for a positional change which may be filled during the summer period when school is not regularly in session shall submit their names to the Personnel Division, together with the position(s) for which they desire to apply, and an address where they can be reached during the summer. The Personnel Division shall notify such teachers of any vacancy as far in advance as practicable, ordinarily at least twenty-one (21) days before the final date when applications must be submitted, and in no event less than fourteen (14) days before such date. In addition, the Personnel Division shall, within the same time period, post a list of positions to be filled during the summer period at the administration office in each school, and a copy of said notice shall be given to the Union.

c. In both situations set forth above, the qualifications for the position shall be set forth in the notice, and the position shall not be filled until all properly

submitted applications have been considered. The District agrees to give due consideration to the professional background and attainments of all applicants and to other relevant factors. In filling such vacancies, when all other factors are substantially equal, including racial, ethnic and sex balance, seniority shall be the deciding factor. Each teacher applicant not selected shall, upon request, receive a written explanation from the Personnel Division. Appointments shall be made not later than sixty (60) days after the notice is posted in the schools or the giving of notification to the interested teachers. Announcements of appointments shall be made by posting a list in the office of the Personnel Division and in each school building. The list shall be given to the Union and shall indicate which positions have been filled and by whom.

ARTICLE XII. COVERAGE FOR ABSENT TEACHERS

In order to insure the smooth and orderly operation of the schools, a substitute teacher shall be provided for each day any member of the bargaining unit is absent from school.

1. Definition of terms

The parties agree that there shall be two types of substitute teachers: long-term substitutes (LTS) and per diem substitutes (PDS). All other teachers shall be regular permanently appointed teachers.

a. An LTS is a substitute teacher who is replacing

a permanent classroom teacher for five (5) consecutive days or longer.

b. A per diem substitute teacher (PDS) is a substitute teacher who replaces a teacher for up to five (5) consecutive days.

2. All substitute teachers hired to replace a permanent teacher when it is known by the District that the permanent teacher shall be absent five (5) days or longer shall be classified and so informed of their LTS status in writing on the first day of their assignment. In the case of the unknown absent days of permanent teachers that exceed five (5) days, the PDS shall be retroactively classified as LTS, shall be immediately informed in writing, and shall remain in the same position until the regular teacher returns. The only exception to this shall be emergency situations where the substitute called was teaching outside the area of State certification and that substitute was not specifically requested by the absent teacher.

3. All substitute teachers shall have the due process of Article VI of this Agreement, the Grievance Procedure.

4. The substitute roster shall be updated every three (3) months and made available to substitute teachers and to the Union.

5. The Employer's method of assigning substitutes their daily assignments shall be as follows:

a. Substitutes shall call the Personnel Office

on the day before work is desired, between 6 A. M. and 4 P. M. Substitutes shall be notified of their assignment on the morning that assignment begins.

b. Requests from the absent teacher shall be given first priority.

c. The Personnel Office shall maintain a written record of every contact with a substitute stating name, time called in, assignment requested, assignment given or not given.

d. A substitute shall remain in the same assignment until the regular teacher returns, unless the assignment is outside the substitute's area of State certification and the substitute was not specifically requested by the absent teacher.

6. The District agrees to the following conditions for all substitutes:

a. Principals shall be responsible for providing substitute teachers on arrival for their assignment with duplicate class list(s), keys to rooms, cabinets, bathrooms, detailed instructions on the roll, absence reports, information on where to turn in attendance reports, how to write up a referral, and where to send referrals.

b. School secretaries shall fill in time sheets and have them available for substitute teachers by the end of the school day.

c. Substitute teachers shall replace only those teachers for whom they have been assigned as a replacement with no changes of assignment at the school. They shall

receive all prep periods and other breaks of the replaced teacher.

d. If for any reason a substitute is requested not to return to a school or assignment, this request must be in writing. There shall be within two (2) days a conference between the administrator making the request, the substitute, and, if requested by the substitute, a Union representative.

e. The Employer agrees to provide all substitute teachers with a copy of this Agreement plus any other District policies and regulations that affect the rights and working conditions of substitute teachers.

7. Substitutes shall be compensated at the rate of fifty dollars ($50) for each day of work.

8. The Employer agrees that, at the option of the substitute, he/she may pay into the Kaiser Health Plan at the regular group rate.

9. A substitute shall be provided each time a teacher is absent at Hidden Valley and Log Cabin schools. These substitutes shall receive compensation of eighteen cents (18¢) per mile to and from school in addition to the $50 per diem rate.

ARTICLE XIII. HIRING

The Union and the Employer recognize that a smooth-running, properly staffed school system necessitates hiring new teachers when existing probationary and/or tenured staff does not qualify for an open position.

[redacted]

The Union and the Employer further recognize that new hiring should seek to enhance the racial balance of the school district.

1. Definitions

a. Accrued seniority: For the purposes of this article, accrued seniority shall be defined as the number of full years of service as a limited contract teacher, long-term substitute, and per diem substitute.

b. Full year: For purposes of this article, full year shall mean seventy-five percent (75%) of a school year. In the case of per diem substitutes, serving the number of days equal to 75% of a school year shall count as one full year of service.

2. Procedures

a. By May 15 the Personnel Division shall compile a list, in order of accrued seniority, of all limited contract teachers, long-term substitutes, and per diem substitutes. This list shall be mailed to all teachers whose names appear on it and a copy shall be furnished to the Union.

b. By May 30 the Personnel Division shall mail to all teachers on the accrued seniority list a list of all open positions. The list of open positions shall include type of certification required for the job(s) and subject(s) and grade(s) to be taught. The list of open positions shall also be sent to

INSERT IN ARTICLE XIII

All persons classified as "limited contract" who were employed during the 1975-76 or the 1976-77 school year shall be deemed to have been hired as probationary effective the first date of their appointment in a "limited contract" status. All such persons shall be continued in their present positions if those positions are re-funded. All teachers in a position which is not re-funded shall be assigned under the provisions of Article X of this Agreement.

the Union.

d. Between June 1 and June 10, teachers on the accrued seniority list shall be allowed to apply for the open positions.

e. By June 15 open positions shall be filled by these applicants, based on proper certification and accrued seniority. In case of ties in the amount of accrued seniority, lots will be drawn. A union representative shall be present at the drawing of the lots. All teachers hired to fill the open positions shall be notified in writing.

f. If teachers on the accrued seniority list are not properly credentialed for the open positions, the Personnel Division shall engage in recruitment within the framework of the affirmative action policy in an attempt to locate the best-qualified credentialed teacher.

3. Salary classification

When open positions are filled by teachers on the accrued seniority list, those teachers shall be placed on the salary schedule according to their accrued seniority, as defined in this article.

ARTICLE XIV. TEACHER WORK FORCE

The Employer agrees that during the term of this Agreement there shall be no reduction of staff among the members of the bargaining unit as a result of layoff. There shall be no layoff notices sent out during the term of this Agreement.

ARTICLE XV. SPECIALIST PERSONNEL

1. For the purposes of improving the professional services of all certificated specialist personnel such as psychologists, psychometrists, social workers, speech clinicians, hearing pathologists, remedial reading specialists, teachers in itinerant deaf programs, teachers in visually handicapped programs, etc., the Employer agrees to provide the following:

a. A ratio of one (1) social worker for every one thousand (1,000) pupils in the District.

b. A ratio of one (1) psychologist for every two thousand (2,000) pupils in the District.

c. A ratio of one (1) supervisor of attendance for every two thousand five hundred (2,500) pupils in this District including all pupils in the non-public schools in this District.

d. A ratio of one (1) speech clinician for every one thousand (1,000) pupils in the District.

2. All specialist personnel shall have available a work setting which includes a properly lighted and ventilated private room with electrical outlets and extension cords, tables and chairs appropriate for the age level of the children, blackboard, locked storage space with keys, and other materials and equipment incident to that specialist's professional needs.

3. Upon request, all specialist personnel who present the District with a list of materials and equipment incidental to that specialist's needs, up to the sum of one hundred dollars ($100.00), shall be provided by the District with the sum requested.

4. Without having to request, all specialist personnel shall be provided with the sum of fifty dollars ($50.00) for materials and equipment by October 1.

5. Speech clinicians shall have a half (1/2) day once each week for the purpose of consultation time with other speech clinicians, consultants, etc.

6. All specialist personnel shall have consultation time available on a bi-weekly basis.

7. All bargaining unit members who use their automobiles to carry out their assignments shall receive eighteen cents (18¢) per mile compensation. Because the court schools of Log Cabin and Hidden Valley are considerably outside the boundary line of San Francisco, the teachers at those schools shall receive eighteen cents (18¢) per mile compensation for travel to and from school.

8. There shall be sufficient clerical staff for each special services unit.

ARTICLE XVI. COUNSELORS

1. According to the American School Counselor Association, the school counselor is a professional educator with specialized graduate-level training in counseling and guidance. He/she is a member of the pupil personnel services in each school working with students, parents, faculty, administration, and community.

2. Counselors shall possess the following professional qualifications:

a. No new counselor shall be employed or appointed who does not meet the state standard norm of counselor certification or who is not currently enrolled in an approved program to obtain the norm.

b. Head counselors, assistant principals or other persons who may act as counselor supervisors shall meet state standard counselor certification requirements or be enrolled in an approved program to meet these requirements.

3. Employment of counselors shall meet the following conditions:

a. All school counselors, elementary and secondary, shall be employed on the teachers' calendar. The District shall provide extended year counseling service in the secondary schools and shall provide compensatory time or extra pay for extra services.

b. Counselors' pay shall be determined on the same salary schedule as teachers' pay.

c. Counselors shall work the same total number of hours daily as teachers.

d. Counselors shall be assigned exclusively to pupil personnel services in their schools. They shall not be used as part-time teachers and shall not be removed from their pupil services positions without due process.

e. Counselors shall not be used as substitute teachers

f. Counselors shall not be assigned to duties in

which they must mete out punishment.

g. Maintaining attendance records shall not be part of the counselor's duties.

h. Clerical help for counseling offices shall consist of at least one (1) full-time clerk in each secondary school counseling department, with the final number to be determined by the needs of the department.

i. The maximum case load for counselors shall be two hundred and fifty (250) students.

j. There shall be one (1) counselor in each elementary school.

k. Counselors shall be permitted to attend professional meetings during the school day without loss of pay.

l. Selection and placement of counselors will be carried out through the Personnel Division.

4. The following minimum physical facilities shall be provided:

a. A private office which is appropriate for confidential discussions.

b. An accessible telephone at each counseling station.

c. A conference room for group guidance and counseling, family conferences and case conferences.

d. A resource center for career education in all secondary schools.

5. A full-time counselor shall be provided for Hidden Valley and Log Cabin schools.

ARTICLE XVII. LIBRARIANS

The parties agree with the American Librarian Association that a librarian is a professional educator with specialized training in librarianship. The librarian works with students, parents, faculty, administration and the community.

1. All school librarians shall meet the State minimum standards for certification. No new librarian shall be employed who does not meet the State standards of certification.

2. The District agrees that it shall not employ or utilize non-qualified personnel such as regular teachers or educational aides to carry out duties normally considered those of a librarian. All clerks and educational aides assigned to library duties shall perform them under the supervision of a certificated librarian.

3. The District agrees that the minimum standards that shall apply in the District for elementary school libraries are the following:

a. A library in all elementary schools, the minimum space of which shall be the same as an average classroom in that building.

b. A mininum of one (1) full-time qualified librarian in each library. In schools of over 750 pupils there shall be two (2) librarians.

c. A minimum of one (1) qualified technician in each library. In schools of over 750 pupils there shall be two

technicians (Civil Service Class #3616 or #3618).

d. A budget of ten dollars ($10.00) per pupil enrolled in that school on October 1 to be spent on print or non-print materials; an additional $1.50 per pupil in that school shall be provided for the annual furniture and equipment allotment.

e. In school libraries where shelving, card catalog sections, metal book trucks, and audiovisual equipment does not exist, the District shall provide a one-time budget minimum of $2,500.00 for this equipment or that portion thereof for whatever has not been provided.

4. The District agrees that the minimum standards that shall apply in this District for all secondary school libraries and library/media centers are the following:

a. Two (2) librarians in each secondary school, and an additional librarian for schools with an enrollment over 2,000.

b. One (1) technician (C. S. #3616 or #3618) per every librarian.

c. A budget of fifteen dollars ($15.00) per pupil enrolled in that school on October 1 to be spent on print or non-print materials, with an additional $1.50 per pupil in that school provided for the annual furniture and equipment allotment.

d. Space in the library/media center to seat 10%

of the enrolled students.

5. The District shall be responsible for maintenance and expeditious repair of all library/media equipment and furniture.

6. The District agrees to coordinate the following central services to be performed by a sufficient number of certificated librarians with the assistance of an adequate clerical staff:

a. Ordering.

b. Cataloging.

c. Coordination of library/media services.

d. Professional teachers' library.

7. No budget item mentioned in this article is to be confused with regular school textbooks or supply budgets, nor can they be used for those purposes.

8. No librarian or library staff shall be responsible for textbooks.

9. The District shall install and maintain an electronic book detection system in all secondary school media libraries.

ARTICLE XVIII. CHILDREN'S CENTER AND PRE-KINDERGARTEN PROGRAMS

The Employer and the Union agree that the Children's Centers and the Pre-Kindergarten Programs make a valuable contribution to the District's educational program and to the needs of the San Francisco community and acknowledge these programs as permanent programs of the School District.

All provisions of this Agreement apply to the teachers in these programs.

1. Teacher Assignment and Staffing for Children's Centers and Pre-Kindergartens

a. Teachers and head teachers in the children's center and pre-K programs shall be required to serve the same number of service days as teachers in the other divisions, and all conditions detailed in Article X, "Teacher Assignment and Staffing," will pertain. Since the children's centers are open throughout the calendar year, the Employer agrees to implement the following additional provisions.

i. Each center shall be staffed adequately through the calendar year with regular full-time and part-time teachers and head teachers to meet the teacher - child ratio described in this Article.

ii. Scheduling of non-service days for teachers shall take place at each center. Teachers shall have the right to schedule non-service days at intervals or in a continuous block of time. Conflicts in scheduling non-service days at a center shall be resolved by deferring to the teacher with the most service time first, deferring to the teacher with the second most service time second, and so on until the non-service day scheduling is completed.

iii. If at one center the annual staffing needs indicate that a full-time or part-time position is not needed

for the entire year and if the same condition exists at one or more centers, an open position at the two or three centers shall be declared and a teacher shall be assigned according to the provisions for teacher assignment in this Agreement.

iv. A 4/7 or 5/7 teacher assigned to a seven (7) hour position for one or more days shall be paid at the same rate as the seven (7) hour position.

v. If a new center is established at a time during the year which would not allow for the posting assignment schedule to fill open positions detailed in Article X, "Teacher Assignment and Staffing," the Employer shall implement the same procedures as described in said Article using the general time frame at least two months before the opening of the new center.

2. Coverage for Absent Teachers in Children's Centers

a. In order to insure the smooth and orderly operation of the children's centers, a substitute teacher shall be provided for each day any member of the bargaining unit is absent because of sick leave or other leaves described in this Agreement. Non-service days for teachers in the children's centers shall not be considered absences for purposes of this section.

b. Substitute teachers in the children's centers and pre-kindergarten programs shall be paid at the same rate as substitute teachers in the other divisions.

3. Head Teachers in Children's Centers

a. All the provisions in Article XI, "Positional Change," shall apply to the filling of positions of head teachers in children's centers.

b. A combined unit shall be a nursery and school-age unit in one building or two units in separate locations. Compensation for the head teachers in the latter situation shall be on the same basis as for a combined unit in one location.

c. A regular teacher who is assigned to replace a head teacher, or assigned to take over the responsibility of a head teacher, shall be paid at the daily rate which the teacher would receive if he or she were the regular head teacher. This salary shall begin the first day of the assignment.

d. A head teacher or a teacher serving in place of a head teacher shall not be required to evaluate another teacher.

e. The Employer shall establish a sufficient number of head teacher positions in the children's centers in order to staff the centers throughout the calendar year.

4. Professional Conditions in Children's Centers and Pre-K Programs

a. Whenever a teacher is required to remain at a center after regular operating hours for any reason including but not limited to the late arrival of a parent or the scheduling of

a parent conference, the teacher shall be paid at the hourly rate for extended day.

b. Each teacher shall be released from regular duties four (4) consecutive hours each month in order to conduct parent-teacher conferences. A substitute will be provided for that period.

c. Children's center teachers will have released time of four (4) hours each semester to consult with primary teachers regarding program coordination and continuity.

d. Teachers serving four-sevenths (4/7) or five-sevenths (5/7) time shall be covered by all fringe benefits provided full-time teachers in the District.

e. Paraprofessionals assigned to the children's center and pre-kindergarten programs shall be allowed to serve a maximum of eight (8) hours according to the needs of the program and the desire of the paraprofessional.

f. A full-time clerk shall be assigned to every two (2) children's centers, working a half (1/2) day at each center.

g. Daily custodial services shall be made available to all centers to insure adequate health and safety standards.

h. The following teacher - child ratio shall be established and maintained in all children's center programs:

2 - 4 year-old group: 1 teacher for 8 children;

4 - 6 year-old group: 1 teacher for 12 children;

6 - 10 year-old group: 1 teacher for 18 children.

i. For pre-kindergarten classes, the teacher - child ratio shall be one (1) teacher for ten (10 children.

5. Special Programs in Children's Centers and Pre-Kindergartens

a. An educational innovation fund of $3.00 per child shall be made available to teachers in children's centers and pre-kindergartens for the purpose of initiating new projects or programs in their classrooms and centers. These funds shall be available on request no later than October 1.

b. The field trip budget for each center and pre-kindergarten shall be appropriated on the basis of ten dollars ($10) per child.

c. There shall be an adequate supply of books and educational material at each children's center to carry out the instructional and developmental component of the children's center program.

d. Children's center teachers shall have on their regular staff social workers, psychologists, and nurses commensurate with each center's need.

ARTICLE XIX. SPECIAL ASSIGNMENT TEACHERS

1. Special assignment teachers shall be defined as those teachers assigned to teach at agencies, hospitals, special service centers for girls, and those who teach homebound students.

2. Full-time Special Assignment Teachers

a. The work week for full-time special assignment teachers who travel shall total thirty (30) hours, distributed as follows:

i. Twenty (20) hours per week of teaching.

ii. Five hours (5) hours per week for preparation and conference time.

iii. Five (5) hours per week for travel time.

b. Full-time special assignment teachers who are assigned to one (1) site shall divide their thirty (30) hours as follows:

i. Twenty-five (25) hours per week of teaching.

ii. Five (5) hours per week for preparation and conference time.

c. Full-time special assignment teachers shall be placed on the Basic Single Salary Schedule and advance accordingly.

For purposes of placement on the salary schedule, each year that a special assignment teacher has taught seventy-five percent (75%) of the school year at a minimum of ten (10) hours per week shall count as one (1) full year of service.

3. All special assignment teachers currently classified as non-permanent shall receive permanent full-time status, as defined in this Article, and shall be placed on the appropriate step of the salary schedule.

4. The pupil load limit for each special assignment teacher shall not exceed ten (10) students.

5. When the pupil load limit has been reached for all special assignment teachers, and a new student is added to the program:

a. The newly-hired special assignment teacher

shall be employed on a permanent full-time basis, as defined in this Article.

b. The pupil load of the other special assignment teachers shall be reduced to provide the newly-assigned teacher with thirty (30) hours of work and to allow all special assignment teachers to spend more time with each of their students.

6. Special assignment teachers shall be eligible for all health and welfare benefits which accrue to all other members of the bargaining unit, including membership in health, drug, and dental plans, life insurance, disability coverage, and membership in the State Teachers' Retirement System.

7. All provisions of the Leaves of Absence section of this Agreement shall apply to Special Assignment Teachers.

8. All provisions of the Teacher Assignment and Staffing Section of this Agreement shall apply to special assignment teachers.

9. Special assignment teachers shall have available to them the special support services--social worker, counselor, psychologist--available to regular classroom teachers.

10. The Employer shall provide an office for special assignment teachers.

a. There shall be one (1) full-time clerk assigned to this office.

b. The office shall be large enough to enable

special assignment teachers to hold meetings there.

c. The office shall be equipped with duplicating machines, typewriters, telephones, and shall have adequate storage space.

11. Special assignment teachers who are assigned to work at locations where only fee parking is available shall be fully reimbursed for parking expenses incurred while carrying out their assignment at that facility.

12. Substitute coverage:

a. A substitute shall be called each time a special assignment teacher is absent.

b. Special assignment teachers shall have the right to request a substitute of their choice.

ARTICLE XX. SPECIAL SCHOOL PROGRAMS

1. An educational innovation fund of $3.00 per child per year shall be made available to all teachers who request it for the purposes of initiating new projects or programs in their classrooms. These funds shall be available on request no later than October 1.

2. In each elementary school there shall be an art educatio program provided with a separate room and a supplementary budget for art supplies to be spent at the discretion of the art teacher or teachers. This budget appropriation shall be based on a $2.00 allotment per student registered in the building on September 30.

3. In each elementary school there shall be a music

education program provided with separate rooms for vocal and instrumental music. An exception may be made if the music program is conducted by traveling teachers who would use the room at separate times.

a. Music rooms shall contain adequate instrument storage space, music racks, file cabinets, a teacher desk and chair, and adequate chairs and music stands for the students.

b. Each school shall be provided with a special budget for sheet music and other such supplies to be spent at the discretion of the music teacher or teachers.

4. Each secondary science department shall offer classes in the biological and physical sciences. Each lab room shall be equipped to meet the needs of the particular science taught in that room.

a. There shall be those items of equipment required to perform necessary demonstrations and experiments, such as microscopes in biology labs, voltmeters in physics labs, and balances in chemistry labs.

b. Each science department shall receive for consumable supplies five dollars ($5.00) per student enrolled in lab science courses and three dollars ($3.00) per student for the replacement and service of existing equipment.

5. Schools shall provide bilingual and/or ESL teachers to teach in specified grades as needed. Children in attendance in these classes shall be screened and evaluated for success in such programs. Parents shall be informed of such a program and give permission for their child to attend such a class. At all times teacher judgment shall prevail.

6. After-School Program

The Employer and the Union agree that the after-school extracurricular activities are an important part of the school program for students. Such activities shall be paid as defined in Article XXXI, Section 11, for assigned hours served, not to exceed the number of hours of service for each junior and senior high school per activity listed below:

Junior High School

Forensics	55 hours
Band	55 "
Orchestra	55 "
Choral	55 "
Drama	80 "
Stage Supervision	55 "

Senior High School

Forensics	160 hours
Band/Orchestra	110 "
Choral	55 "
Drama	80 "
Stage Supervision/Public Address	55 "

7. The Employer and the Union agree that the All-City Orchestra program will be maintained at least at the same level.

ARTICLE XXI. AFTER-SCHOOL ATHLETICS AND INTRAMURALS

Additional service for after-school athletics and intramural activities shall be paid as defined in Article XXXI for assigned hours served, not to exceed the number of hours of service for each junior and senior high school per sport listed below:

1. Senior High, Girls & Boys, Interschool Athletics

Baseball (Varsity)	150 hours
Baseball (Junior Varsity)	120 "
Fencing	85 "
Golf	85 "
Riflery	105 "
Soccer	120 "
Swimming	105 "
Track (Varsity)	150 "
Track (Soph.)	120 "
Track (Cross-country)	105 "

2. Senior High, Girls, Interschool Athletics

Basketball	150 hours
Gymnastics	120 "
Softball	120 "
Tennis	120 "
Volleyball	120 "

3. Senior High, Boys, Interschool Athletics

Basketball (Varsity)	150 hours
Basketball (Junior Varsity)	120 "
Basketball (Lightweight)	120 "
Football (Varsity)	160 "
Football (Varsity, Ass't)	120 "
Football (Jr. Varsity)	120 "
Football (Soph.)	120 "
Football (Spring)	50 "
Tennis	120 "
Wrestling	120 "

4. Junior High, Girls & Boys, Interschool Athletics

Soccer	120 hours
Track (Varsity)	120 "
Track (Lightweight)	120 "

5. Junior High, Boys, Interschool Athletics

Baseball	120 hours
Basketball (Varsity)	120 "
Basketball (Lightweight)	120 "

6. Junior High, Girls, Interschool Athletics

Basketball	120 hours
Gymnastics	120 "
Softball	120 "
Volleyball	120 "

7. Senior High, Boys & Girls, Intramurals

Balboa	385 hours
Galileo	360 "
Lincoln	360 "
Lowell	535 "
McAteer	400 "
Mission	245 "
O'Connell	100 "
Washington	535 "
Wilson	260 "

The alloted intramural hours are based upon the program needs and past interest at each school.

8. Junior High, Boys & Girls, Intramurals

Each junior high school 360 hours

The athletic budget--uniforms, transportation, supplies, etc.--for each senior high school except O'Connell shall be $11,500. O'Connell's budget shall be $6,000. The athletic budget for each junior high school shall be $3,000.

All coaching positions shall be filled with teachers with proper qualifications and state certification regardless of sex.

Coaching hours are to be submitted on the last day of each month for the total hours coached during that particular month, with the pay warrants issued on the tenth (10th) day of the following month.

It is the school site administration's responsibility to supervise the spectators at all athletic contests. There must be an on-site administrator present at each home athletic contest.

ARTICLE XXII. PART-TIME TEACHING

The Union and the Employer recognize that employees should have maximum options to establish flexible teaching schedules. The Union and the Employer further recognize that current staffing makes desirable the encouragement of part-time teaching,

at the option of the employee. Therefore, the Union and the Employer agree to the following:

1. Half-time teaching

a. At the option of the teacher, he/she shall be allowed to teach half time.

b. Half-time teaching shall mean daily half-time service. However, teachers may arrange a teaching schedule which alternates full days on duty and full days off duty, or one (1) semester on duty and one (1) semester off duty.

c. Teachers on half-time service shall receive full benefits.

d. Teachers on half-time service shall accumulate service time as though they were teaching full-time for the purpose of advancement on the salary schedule and accumulation of service time for sabbatical leave.

e. Secondary teachers

i. Teachers on half-time service in secondary schools shall teach three (3) classes one (1) semester and two (2) classes the other semester.

ii. If a teacher in a secondary school chooses to teach three (3) classes in each semester, he/she shall be compensated at three-fifths (3/5) his/her full-time salary for each semester.

f. Half-time teaching programs shall be renewed annually, at the teacher's request.

g. If the teacher so requests, he/she shall be returned to full-time service at the beginning of any school year.

h. There shall be no limit to the number of teachers on half time.

2. Partnership teaching

a. All probationary and tenured teachers shall be eligible, at their option, to share one (1) full-time position with another teacher.

b. Teaching partners shall share the same class (elementary) or teaching assignment (secondary), working half (1/2) a day each for five (5) days a week, alternating two (2) and three (3) full days a week, or taking two (2) days each and teaching the class(es) together on the fifth (5th) day. Other arrangements may be made, at the teacher's option.

c. When one (1) teaching partner is absent, a per diem substitute shall be provided.

d. Each teacher in a partnership team shall receive full benefits.

e. Employees involved in partnership teaching shall accumulate service time as though they were teaching full time for the purposes of advancement on the salary schedule and accumulation of service time for sabbatical leave.

f. Partnership teaching programs shall be renewed annually at the option of the teacher(s).

g. If the teachers so request, they shall be returned to full-time teaching at the beginning of any school year.

h. The number of teachers involved in partnership teaching shall not be limited.

ARTICLE XXIII. LEAVES OF ABSENCE

1. Unpaid leaves

All unpaid leaves of absence may be taken for one (1) year and may be extended for a second year at the request of the teacher. If an unpaid leave expires during the school year, the teacher has a right to extend it to the end of that school year. A teacher returning from an unpaid leave has the right to return to the original assignment. If the teacher returns during the school year, he/she may receive an interim assignment where a vacancy exists. At the end of the school year the teacher has a right to return to his/her original assignment.

Parental leave is an exception to the provisions stated above. Such exception is so noted under Parental Leave.

The following unpaid leaves shall exist:

a. Rest: A teacher shall receive, upon application, a leave of absence for rest.

b. Personal Business: A teacher shall receive, upon application, a leave of absence for personal business. Personal business includes, but is not limited to, temporary change of residence and family matters.

c. Professional Growth, Study, Travel: A teacher shall receive, upon application, a leave of absence for professional growth, study, or travel. The purpose of such leave includes, but is not limited to, attendance at professional meetings, study at colleges or universities, research, or activities which improve a teacher's professional skills.

d. Parental Leave: A teacher shall receive, upon application, a parental leave of absence.

i. A teacher may apply for such leave at any time within the three years after he/she becomes a parent through childbirth, adoption, or legal guardianship.

ii. Such leave shall be for the duration of the year in which the leave was taken and shall be extended for up to three (3) successive school years if the employee shall request such extension.

iii. No teacher shall be required to take an unpaid leave at any time in connection with childbirth, nor shall any teacher be prevented from using accumulated paid sick leave before or after childbirth.

e. Care of a Relative: A teacher shall receive, upon application, a leave of absence for the purpose of caring for a relative in the immediate family, including the teacher's spouse, child, son- or daughter-in-law, parent, spouse's parent, or any person living in the teacher's immediate household.

No teacher taking a leave of absence for care of a relative shall be compelled to return to teaching service if his/her return poses a hardship on his/her immediate family.

f. Public Service: A teacher shall receive, upon application, a leave of absence for public service when that employee has been elected or appointed to public office.

g. Incidental Leave: A teacher shall receive, upon application, an incidental leave of absence for up to twenty (20) school days per year.

2. Paid Leave

a. Sick Leave

i. At the beginning of each school year a teacher shall be credited with twelve (12) days of sick leave allowance to be used for absences caused by illness or physical disability. A teacher may use up to six (6) days each school

year of sick leave allowance for personal leave. The unused portion of such allowance shall accumulate from year to year without limitation. At the beginning of each school year, the Employer shall furnish to each teacher a written statement setting forth the accumulated total of sick leave days.

ii. Absence due to injury or illness incurred in the course of the teacher's employment shall not be charged against the teacher's sick leave days. The Employer shall pay to such teacher the difference between his/her salary and benefits received under the California Worker's Compensation Act for the duration of such absence.

iii. A teacher absent from work because of illness or quarantine from mumps, scarlet fever, measles, chicken pox, or any other contagious disease shall suffer no diminution of compensation and shall not be charged with loss of sick leave days.

iv. Sick leave days may be used for pregnancy, childbirth, or any condition which in any way results from pregnancy or childbirth.

v. A teacher shall inform the Personnel

Division of his/her impending absence as soon as is practicable.

vi. Teachers will be provided with the substitute of their choice when absent.

vii. All unused sick leave days accumulated under the terms of this Agreement shall be paid in full at the teacher's daily rate upon termination of the teacher's employment in the District, unless the sick leave days are used as credit toward retirement in the California State Retirement System.

viii. Paid sick leave days shall be considered days worked for all provisions of this Agreement.

b. Extended Sick Leave

Each year a teacher who has exhausted his/her sick leave shall have a number of extended sick leave days equal to the difference between 100 and the number of sick leave days accumulated under Section 2(a) of this Article. A teacher on extended sick leave shall receive his/her own pro rata salary minus the per diem rate of a substitute teacher. All provisions applying to fully paid sick leave are also applicable to extended sick leave.

c. Leave for Medical Examinations Required by the District

A teacher shall be permitted to be absent for the time necessary to secure an X-ray, tuberculin test, or any other medical examination, when requested by the School District or

when required by law. The cost of such examinations shall be borne by the District. No sick leave time shall be deducted from the teacher for such absence.

d. Bereavement Leave

Teachers shall receive bereavement leave for three (3) consecutive days without loss of salary in the case of the teacher's parent, grandparent, spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, or any person living in his/her immediate household. When the death necessitates travel of over one hundred (100) miles, two (2) additional days shall be granted. In the event of the death of a relative or close friend not listed above, one (1) school day's absence shall be allowed. A teacher may absent himself/herself for five (5) consecutive work days in the event of the death of his/her spouse.

e. Jury Duty or Court Appearance

A teacher who is summoned for jury duty shall be excused for that purpose without loss of pay. The teacher shall submit his/her jury fee to the District. A teacher shall be entitled to leave with pay for appearances in any legal proceedings connected with the teacher's employment.

f. Military Leave

Employees shall be entitled to paid leave of absence for temporary active duty in any unit of the United States Reserves or the California State National Guard, provided that

such obligations cannot be fulfilled on days when school is not in session. In accordance with the State Education Code, a teacher shall receive his/her regular pay in addition to any pay which he/she receives from the State or Federal government for the first eighteen (18) days of such service.

g. Personal Business

A teacher shall receive three (3) days non-accumulative leave annually for personal legal, business, religious, household or family matters which require absence during school hours. Application to the teacher's principal or other immediate superior shall be made for personal leave at least two (2) days prior to the leave (except in the case of emergencies). A teacher shall not be required to state the reason for taking such leave other than that he/she is taking it under this section of the Agreement.

h. Leave for Religious Observances

Both the Employer and the Union recognize the importance of respecting the individual teacher's right to practice his/her own religion. Therefore the parties agree to the following as a guarantee of the teacher's religious freedom.

i. A teacher may use his/her personal business days listed in section 2(g) above for the purpose of observing religious days.

ii. If the teacher has no personal business days left in a given year or does not wish to use

personal business days, he/she may charge the religious leave days against his/her accumulated sick leave, provided that no more than two (2) such days may be charged in any one (1) year.

i. Professional Meetings

Teachers shall receive up to two (2) days' leave for the purpose of visiting schools, attending professional meetings, or carrying out special assignments of school work.

j. Sabbatical Leaves

i. Sabbatical leaves shall be for the purpose of study and/or travel by teachers which will benefit the schools and the students.

ii. A teacher shall be eligible for sabbatical leave once he/she has accumulated seven (7) years of full-time service since his/her original date of employment or since his/her last sabbatical leave. Sabbatical leaves shall be granted to any eligible teacher upon request.

A. "Full time" shall mean probationary, tenured, long-term substitute, or limited contract service, or any combination thereof.

B. A "full year of service" shall mean 75% of the teaching days in a school year.

C. Seven (7) years of service shall mean, in accordance with the State Education Code, seven (7) consecutive years of full-time service, with the following exceptions:

(1) Paid leaves shall be counted

as time spent in full-time service.

(2) Unpaid parental and care of relative leaves shall not be counted as part of the seven (7) years and shall not interrupt the accumulation of consecutive service time.

(3) Teachers on half-time service shall be counted as being in full-time service for purposes of accruing time for sabbatical leave.

D. Service time between the two halves of a split sabbatical shall count toward the seven (7) years required for a subsequent sabbatical.

iii. Sabbatical leaves shall be of three types--uninterrupted full year, split full year, and one (1) semester.

A. Uninterrupted full year

(1) An uninterrupted full year sabbatical shall be taken during two (2) sequential semesters.

(2) An uninterrupted full year sabbatical may commence at the beginning of either the fall or the spring semester, at the teacher's option.

(3) A teacher taking an uninterrupted full year sabbatical shall be compensated at 75% of his/her regular salary.

B. Split full year sabbatical

(1) A split full year sabbatical

shall be taken during two (2) non-sequential semesters, provided that the second half of the sabbatical does not follow more than three (3) years after the first half.

(2) A split sabbatical may commence at the beginning of either the fall or spring semester, at the teacher's option.

(3) A teacher taking a split sabbatical shall be compensated at 75% of his/her regular salary for each semester of sabbatical leave.

C. One semester sabbatical

(1) A one semester sabbatical shall be taken for one school semester only.

(2) A one semester sabbatical may commence at the beginning of either the fall or spring semester, at the teacher's option.

(3) A teacher taking a one semester sabbatical shall be compensated at one hundred percent (100%) of his/her regular salary.

iv. Sabbatical leave for study

A. A teacher may take an uninterrupted full year, split full year, or one semester sabbatical for purposes of study.

B. A teacher shall complete at least eighteen (18) semester units of work at an accredited college or university during a one (1) year (uninterrupted or split)

sabbatical.

C. A teacher taking a one (1) semester sabbatical shall complete at least nine (9) semester units of work at an accredited college or university.

D. A special project or research assignment may be substituted for the unit requirements.

E. Upon returning from sabbatical leave for study, the teacher shall submit proof of course work to the Personnel Division Office.

v. Sabbatical leave for travel

A. A teacher may take an uninterrupted full year, split full year, or one semester sabbatical for purposes of travel.

B. The teacher shall submit to the Personnel Division upon return to duty a written report outlining the nature of the trip and the way in which the travel improved the teacher's professional skills.

vi. A teacher returning from sabbatical leave shall be assigned to the school to which he/she was assigned before the sabbatical leave.

A. Upon request of the teacher, a sabbatical leave shall be rescinded without penalty in the event of illness, injury or hardship. A teacher who rescinds a sabbatical leave due to illness or injury shall have full rights to sick leave and long-term disability leave.

B. A teacher who rescinds a sabbatical leave and returns to service during a semester he/she had been scheduled to be on sabbatical leave may be given an interim assignment where a vacancy exists.

C. An interim assignment shall end at the close of the semester the sabbatical was originally scheduled to end. The following semester the teacher shall return to the school to which he/she was assigned prior to his/her sabbatical leave.

D. Upon request, a teacher on a one (1) year sabbatical leave shall be placed on a one (1) semester sabbatical leave. His/her pay for the semester sabbatical shall be adjusted to one hundred percent (100%).

E. Upon request, a teacher shall have the second semester of a full year sabbatical postponed.

vii. The District shall pay the total salary due a teacher on sabbatical leave in any number of installments he/she requests, and shall deliver the salary warrants to the teacher in any manner he/she requests.

viii. Teachers on sabbatical leave are considered fully employed for all provisions of this Agreement, including but not limited to the accrual of service time and advancement on the salary schedule. All fringe benefits shall be paid him/her at the full rate, including medical, dental, prescription drug, life insurance, state retirement credit and

contribution, and any other fringe benefit which he/she would have received had he/she not taken the sabbatical leave.

ix. In accordance with the State Education Code, the teacher agrees to render two (2) full years of service after return from sabbatical leave unless prohibited from doing so by death or disability.

A. The two (2) years of service required after a sabbatical need not be consecutive.

B. The teacher shall take a sabbatical leave without posting bond as guarantee of two (2) years' service following the sabbatical.

ARTICLE XXIV. STUDENT DISCIPLINE

The Union and the Employer agree that all students have the right to personal safety on school premises and to a learning environment free from unnecessary disruption. The Union and the Employer agree that the person most knowledgeable about the need for student discipline in a specific classroom situation is the teacher in that classroom. Therefore, the parties agree to the following:

1. Teachers may exclude from class any student whose actions constitute a threat to the safety of the classroom and its occupants, or whose behavior causes a disruption in the education process of other class members. Upon notice to the principal or his/her designee, it shall be the principal's obligation to arrange for the immediate removal of the student in question from the classroom.

2. It shall be the responsibility of the principal (or designee) to hold a conference with the teacher, student, and any other involved school personnel before the student shall be readmitted to the class.

3. A teacher may require of the appropriate administrator that a conference be held regarding any student who has been excluded from the teacher's classroom more than three (3) times. The student, the parent, the teacher, an administrator, and any other school personnel involved shall be present and shall discuss the resolution of the problem. This conference shall take place before readmittance of the student to the classroom is possible. At this conference one of the following resolutions may occur:

a. Alternative learning situations shall be offered to the student.

b. Specific plans shall be developed to permit the student to return to the classroom.

c. Official suspension shall take place.

4. The District shall bear any legal and court expenses or medical expenses for teachers arising out of any actions involving teachers in pursuit of their duties with students.

ARTICLE XXV. PUPIL EVALUATION PROGRAM

1. The Employer shall provide specialists for the testing and evaluation of all kindergarten students and new enrollees for learning disabilities and handicaps, including limited English.

2. Upon request of a classroom teacher, specialists will also be provided for individual testing and evaluating for learning disabilities and handicaps for students at any grade level.

3. All students who have been determined to have learning disabilities or handicaps shall be placed in an appropriate educational setting and shall receive appropriate support services.

4. Upon the request of both the parent and the teacher, the Employer shall arrange for and provide, during school time, a licensed physician to examine a student at a site approved by the physician.

ARTICLE XXVI. EVALUATION

The parties agree that the primary purpose of evaluating the on-the-job performance of any member of the bargaining unit is to maximize the effectiveness of the person being evaluated. Any evaluation system must be non-punitive, designed to promote more effective education.

The parties agree to establish a committee whose task shall be to develop an objective evaluation procedure consistent with the goals outlined above.

The committee shall be composed of three (3) administrators designated by the Employer and three (3) teachers designated by the Union. Teachers serving on this committee shall receive released time to review and research literature and studies appropriate to this area.

The committee shall develop a procedure which includes the following guidelines:

1. No member of the bargaining unit shall be responsible for evaluating another bargaining unit member.

2. Teachers shall be evaluated only by an administrator or supervisor qualified to evaluate in the teacher's area of certification.

3. A written report of each observation which is made for the purpose of evaluation shall be made to the teacher involved not more than five (5) days after the observation.

4. A copy of the final written evaluation shall be given to the teacher before the end of the school year.

The evaluation procedure developed pursuant to the provisions of this Agreement shall not be instituted prior to the establishment of an evaluation procedure for administrative/supervisory personnel.

The recommendation of this joint committee shall be presented to the Employer and the Union for final disposition.

Until such time as the new evaluation procedure has been agreed to, the current evaluation procedure will remain.

ARTICLE XVII. PROGRAM DEVELOPMENT AND INNOVATION

The Union and the Employer recognize that course innovation and program development are essential to a vital school system.

The Union and the Employer further recognize that teachers must have the opportunity to experiment with new ideas, expand existing programs, and develop new courses of study to keep pace with the ever-changing needs of a diverse student population.

To augment District resources, the Union and the Employer shall seek State and Federal funding for the purpose of achieving the objectives of this Article.

1. Career Education

a. the Union and the Employer shall seek State and Federal funds to enable each secondary school to develop or enhance a career education program.

b. Teacher and counselor time shall be available to implement and maintain career education programs.

c. Career education programs shall be established and maintained at elementary schools.

d. Funding will be made available for the equipment, materials, and supplies needed to implement career education programs.

2. All senior high school students shall be provided the opportunity to participate in drivers' education and drivers' training programs. These programs shall be staffed by properly credentialed teachers.

3. Vocational Education

a. Vocational education programs shall be expanded to meet students' needs.

b. Sufficient funding, including equipment and supplies, shall be made available to enable currently existing programs to expand and new programs to begin.

4. Textbooks

a. All textbooks and teaching materials shall be free from racial and sexual biases.

b. Teachers shall be guaranteed participation in the selection of textbooks.

5. The curriculum at all levels shall include the contributions of minority groups to American culture and history.

6. Teachers shall be guaranteed participation in the development of new programs and courses. Money shall be allocated to accommodate the implementation of new programs and to provide teacher released time for course development.

7. All teachers shall have an incidental supply allotment of one hundred dollars ($100) to be made available on a drawing account basis. Teachers shall supply receipts for all purchases.

8. Supplies

a. Adequate supplies, instructional materials and equipment shall be available in each school.

b. Each school shall take an inventory each spring to determine what equipment, textbooks, and supplies will be needed for the following year.

c. All supplies and texts ordered by June shall be delivered for use at the opening of school in September.

d. Broken equipment in the schools (ditto machines, typewriters, tape recorders, etc.) shall be repaired promptly.

9. Field Trips

a. The Union and the Employer recognize that all teachers must have the opportunity to use the resources of the community to further the educations of their students. Therefore, field trip funds, including the cost of per diem substitute coverage, shall be provided.

b. Probationary and tenured teachers shall not be assigned to cover classes during their lunch and/or preparation periods while colleagues are absent on field trips.

ARTICLE XVIII. MAXIMUM CLASS SIZE LIMITATIONS

1. The parties agree that many classes in the District include more pupils than is desirable for the most effective learning relationship between pupils and teachers. Immediate steps must be taken to correct this situation by implementation of the following maximum class size limitations. These class size limitations shall be computed on the basis of the actual number

of students enrolled in each classroom, except that handicapped students officially identified by the District as such will be counted as two (2). No other basis such as district-wide or school ratios of students to teachers will be used.

2. The following maximum class size limitations shall be established:

a. Kindergarten.....20
Grades 1 - 2.....22
Grade 3.....24
Grades 4 - 6.....26
Multi-grades.....22

b. All classes in Junior and Senior High Schools except Physical Education.....26
Physical Education.....32

3. No student shall be denied or deprived of an authorized course offering because of limited enrollment in a course due to the class size limitations outlined in this article.

4. Specialized or experimental classes may cause these maximums to be exceeded. Specialized or experimental classes or courses like advanced music may call for larger classes, and these exceptions will be allowed as long as they have the approval of the teacher in that class siatuion and that teacher's daily ratio of teacher to student does not exceed that of other teachers. In all such cases the appropriate administrator shall provide in writing a justification of the situation to the Superintendent, with a copy to the Union.

5. In all special classes for the educationally, emotionally or physically handicapped students, State-recommended standards shall not be exceeded.

6. Maximum size of ESL classes shall be as follows:

Beginning level.....12
Intermediate level.....14
Advanced level.....16

In an ESL pull-out program in the elementary schools, the teacher will not be assigned more than fifty (50) students.

7. Maximum class size for bilingual classes:

Grades 1 - 3.....20
Grades 4 - 6.....20

8. At Opportunity, Downtown, Bay High School, Unity Junior High School, Hidden Valley, Log Cabin, and Youth Guidance Center Schools, the maximum class size will be fifteen (15).

ARTICLE XXIX. SUMMER SCHOOL

1. A teacher's salary in any summer school program shall be prorated on the basis of his/her regular school year salary, or on the basis of the regular salary to which the teacher would be entitled if he/she were a regular full-time teacher in the District.

2. Teachers employed in any summer school program shall be credited with two (2) additional days of sick leave. Sick leave credited to teachers during the regular school year shall be available for use during the summer school.

3. Position openings by classification for all summer programs shall be posted in all schools and a copy forwarded to the Union at least forty-five (45) days prior to the opening day of summer school. Only those who are current SFUSD employees at the time of application and who hold the proper teaching certificates shall be eligible to apply for positions in summer school. Teachers shall apply in writing to the Personnel

Division for summer school assignment. All assignments will be completed two (2) weeks before the opening of summer school. The assignment list shall be forwarded to the Union.

4. No teacher shall be assigned to a summer school program for three (3) consecutive years if other teachers with the proper qualifications have applied.

5. Substitute teachers shall be assigned in the absence of a teacher during a summer school program. Substitutes shall be paid on a per diem basis the substitute's salary in the regular school year.

ARTICLE XXX. SCHOOL CALENDAR 1977-78

The school year calendar for 1977-78 shall not contain more than one hundred and seventy-nine (179) service days. Within the service days required there shall be minimum days for students scheduled. Some of the minimum days shall be for the purpose of curriculum and instructional development conferences and workshops. There shall be two (2) weeks for parent/teacher conferences in the elementary schools.

The actual calendar shall be mutually developed by the Employer and the Union and shall be contained in this Agreement as Appendix "B."

ARTICLE XXXI. SALARIES

1. For 1977-78 the salary schedules pertaining to all members of the bargaining unit shall be increased by 11.4% over the salary schedules for 1976-77. (Appendix "A" will show the actual schedules.)

2. Career increment "C" shall be added to salary schedules pertaining to all members of the bargaining unit. Career increment "C" shall apply to employees with three (3) years of service time on career step "B" and shall be determined in the same manner as career increments "A" and "B."

3. Members of the bargaining unit shall be placed on the salary schedule for 1977-78 at the level to which they would have been entitled if movement on the schedule had not been frozen for the 1976-77 school year.

4. Within thirty (30) days of the effective date of this Agreement, all members of the bargaining unit shall receive full payment from the District for the increment step to which they were entitled for the school year 1976-77. Any member of the bargaining unit who qualified for horizontal movement on the salary schedule effective July 1, 1976, shall receive retroactive pay for the proper placement. Members of the bargaining unit who were not entitled to salary credit for 1976-77 shall receive service credit for a year of service towards a career increment as appropriate.

5. All members of the bargaining unit shall receive their salary warrants in an envelope on the first day of each month, or, when that day falls on a weekend or holiday, on the last working day of the previous month. At a teacher's request, his/her salary warrant shall be delivered to a bank.

6. Department heads and head counselors shall be paid a differential, in addition to their teacher salary, ranging from .03 to .11 of Class. III, Rating 12, in five (5) equal steps based upon service as a department head and/or head counselor.

7. A teacher of driver training education in high schools shall be paid at the rate of $9.40 per hour for each hour outside of the regular school day.

8. Additional services for after-school athletics and intramural activities shall be paid at the rate of $9.40 per hours.

9. Teachers at Hidden Valley and Log Cabin shall be paid for one extended hour each day at the rate of $11.70 in addition to their basic salary to perform the added professional services required at those schools.

10. Additional service for extracurricular activities shall be paid at the rate of $9.40 per assigned hour.

11 Any member of the bargaining unit not otherwise provided for in this Article shall be paid at the rate of $12.47 for each assigned hour beyond the normal school day.

12. Any member of the bargaining unit not otherwise provided for in this Agreement shall be paid pro rata for any day assigned beyond the school year calendar.

ARTICLE XXXII. HEALTH AND WELFARE

1. The Employer agrees to continue all existing health and welfare programs at least at the same level. Such programs include health service system, $15,000 life insurance, long-term disability insurance, dental plan, and prescription drug program.

2. The Employer agrees to provide professional liability insurance coverage for each member of the bargaining unit at no cost to the employee.

3. The Employer and the Union agree to establish a joint management/employee committee for the purpose of reviewing the feasibility of establishing a Health and Welfare Trust. This joint committee shall have three (3) representatives of management appointed by the Employer and three (3) teachers appointed by the Union. This joint committee shall select its own chairperson. The Health and Welfare Trust would administer, monitor, and review on a regular basis the health and welfare programs of the employees. The joint committee shall complete its feasibility review by no later than six (6) months following the ratification of this Agreement. This joint committee shall make its report to the Employer and the Union for final disposition.

ARTICLE XXXIII. RETIREMENT

The Union and the Employer agree to vigorously pursue the development of a comprehensive program designed to provide

maximum options for early retirement. Therefore, the Union and the Employer agree to the following:

1. The Union and the Employer shall work together to find means to improve the retirement system at the state and city levels for members of the bargaining unit. This would include reducing employee contributions to the retirement system(s) and increasing employer contributions.

2. The Union and the Employer shall actively pursue necessary changes in social security regulations and/or Federal law to enable teachers to have individual option with regard to participation in the social security system.

3. A teacher who retires at fifty-five (55) shall have the option to become a consultant to the School District.

a. The length of time a teacher is eligible to remain a consultant shall be no less than that allowed by law.

b. The amount of money paid to a teacher who serves as a consultant shall be no less than that allowed by law.

c. Health and welfare benefits

i. Teachers who serve as consultants shall retain the following district-paid health and welfare benefits: membership in the health service system, drug and dental plans, and life insurance.

ii. The payment of health and welfare benefits shall be continuous, even if the teacher's performance of consultant duties does not commence with the opening of the

school year immediately following the teacher's retirement.

d. A consultant may choose to terminate his/her contract at the close of any school year.

e. The number of employees who may participate in this program shall not be limited.

4. The Union and the Employer agree to establish a joint committee for the purpose of developing and recommending other options to increase the incentive for early retirement. The recommendation(s) of this joint committee shall be presented to the Employer and the Union for final disposition.

ARTICLE XXXIV. PAST PRACTICES

All terms and conditions of employment pertaining to members of the bargaining unit existing on the effective date of this Agreement and not specifically provided for in this Agreement shall remain in effect for the duration of this Agreement.

ARTICLE XXXV. DURATION OF AGREEMENT

This Agreement and each of its provisions are binding and effective as of July 1, 1977, and shall continue in full force and effect until September 1, 1978.

IN WITNESS WHEREOF, the parties hereunto set their hands this _____ day of _____, 1977.

For the Employer:	For the Union:
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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